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June 29, 2010

RECORDATION NO.

17953-5
FILED

JUN 29 '10 -2 00 PM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

Re: BNSF Railway Company (BN 1992-D)
Termination and Release Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Memorandum of Termination and Release dated as of June 28, 2010 (the "*Termination Agreement*"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 17953.

The names and addresses of the parties to the enclosed document are as follows:

Lessee: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890
Attention: Jose Paredes

Trustor: Banc One Equipment Finance, Inc.
10 South Dearborn
Chicago, Illinois 60603
Attention: Marie Y. Martinez

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Indenture Trustee: U S. Bank National Association
225 Asylum Street, 23rd Floor
Hartford CT 06103
Attention: Michael M. Hopkins

Seller: BN Leasing Corporation
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830
Attention: L. Steven Vollmer

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment described on Exhibit A attached hereto.

A short summary of the document to appear in the index follows:

Termination and Release Agreement (BN 1992-D).

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-3892.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Karl T. Williams
Karl T. Williams

Enclosures

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
Railcars	39	BNSF 1500 through BNSF 1531, both inclusive, and BNSF 1533 through BNSF 1539, both inclusive

EXHIBIT A

JUN 29 '10 -2 00 PM

Execution Version

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF TERMINATION AND RELEASE

**TERMINATION AND RELEASE OF:
EQUIPMENT LEASE AGREEMENT AND TRUST INDENTURE AND SECURITY
AGREEMENT**

Reference is made to (A) that certain Equipment Lease Agreement (BN 1992-D), dated as of September 15, 1992 (as amended, supplemented or otherwise modified, the "Lease"), by and between BNSF Railway Company (formerly known as Burlington Northern Railroad Company) ("Lessee") and Wilmington Trust Company (not in its individual capacity, but solely as owner trustee, as "Lessor"), (B) that certain Trust Indenture and Security Agreement (BN 1992-D), dated as of January 28, 2005 (as amended, supplemented or otherwise modified, the "Indenture"), by and between Lessor and U.S. Bank National Association (successor to The Connecticut National Bank) ("Indenture Trustee") and (C) that certain Trust Agreement, dated as of September 15, 1992 (as amended, supplemented or otherwise modified, the "Trust Agreement", and, together with the Lease and the Indenture, each an "Agreement"), by and between Lessor and Banc One Equipment Finance, Inc. ("Trustor").

The Lease was recorded with the Interstate Commerce Commission (now known as the Surface Transportation Board ("STB")) on September 29, 1992, under recordation number 17953. Lessor and Lessee are parties to that certain Lease Supplement (BN 1992-D) No. 1, dated December 29, 1992 (the "Lease Supplement No. 1"), as recorded with the STB on December 29, 1992, under recordation number 17953-B. The original Trust Indenture and Security Agreement (BN 1992-D) dated as of September 15, 1992 between Lessor and The Connecticut National Bank (the "Original Indenture") was recorded with the STB on September 29, 1992, under recordation number 17953-A. Trust Indenture Supplement (BN 1992-D) No. 1 dated December 29, 1992 delivered pursuant to the Original Indenture was recorded with the STB on December 29, 1992, under recordation number 17953-C. The Original Indenture, as supplemented and amended, was terminated pursuant to a Termination of Trust Indenture and Security Agreement (BN 1992-D), as recorded with the STB on January 28, 2005, under recordation number 17953-I. A Memorandum of Amended and Restated Equipment Description (BN 1992-D) (the "Restated Equipment Description") was recorded with the STB on January 27, 2005, under recordation number 17953-E. The Indenture was recorded with the STB on January 27, 2005, under recordation number 17953-F. Lessor is a party to that certain Trust Indenture Supplement (BN 1992-D) No. 1 dated January 28, 2005 delivered pursuant to the Indenture (the "Indenture Supplement No. 1" and together with the Lease, the Lease Supplement No. 1, the Restated Equipment Description and the Indenture, the "Recordings", and each, a "Recording"), as recorded with the STB on January 27, 2005, under recordation number 17953-G. The Recordings are all with respect to the railcars identified on Schedule A hereto.

The undersigned parties do hereby give notice of the termination of the Lease, the Indenture and the Trust Agreement as provided under the terms of a certain Termination, Purchase and Release Agreement, dated June 28, 2010 (the "Termination Agreement"), among Lessee, Lessor, Trustor, Indenture Trustee and Seller.

Effective as of 5:00 p.m. EDT on the date hereof, (i) with respect to the Lease, Lessor does hereby release Lessee from, (ii) with respect to the Indenture, Indenture Trustee does hereby release Lessor from, and (iii) with respect to the Trust Agreement, Trustor does hereby release Lessor from, each and all of its obligations and any claims and demands of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in connection with the respective Agreement, each of which is hereby terminated; provided, however, that as specified in the Termination Agreement, (i) with respect to the Lease, Lessor does not release Lessee from, (ii) with respect to the Indenture, Indenture Trustee does not release Lessor from and (iii) with respect to the Trust Agreement, Trustor does not release Lessor from, any obligations, claims or demands arising from indemnifications or liabilities contained in the respective Agreement, which, by their respective terms, expressly survive the expiration or termination of the respective Agreement.

[Signature Page Follows]


The parties hereto authorize the recordation of this instrument with the Surface Transportation Board in order to give effect to the foregoing.

Dated: June 28 2010

BNSF RAILWAY COMPANY,
as Lessee

By: Gregory C Fox
Name: VP Gregory C Fox
Title: VP Transportation

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Owner Trustee

By: 
Name: Jose L. Paredes
Title: Assistant Vice President

BANC ONE EQUIPMENT FINANCE, INC.,
as Trustor

By: Marie G. Martinez
Name: MARIE G. MARTINEZ
Title: VICE PRESIDENT


U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity, but solely as **Indenture Trustee**

By: _____

Name: Michael M. Hopkins

Title: Vice President

BN LEASING CORPORATION, as Seller

By: 
Name: ~~George L.~~ Steven Vollmer
Title: General Director - Finance

STATE OF Texas)
COUNTY OF Tarrant) SS

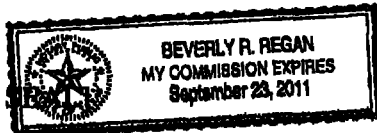
On this 23 day of June, 2010, before me, Gregory C Fox,
personally appeared in the City of Fortworth, State of Texas,
~~before me, Beverly R Regan~~, to me personally known (or proved to me on the basis
of satisfactory evidence), who being by me duly sworn, says that she/he is the
VP Transportation of BNSF Railway Company, that the foregoing
instrument was signed and sealed on behalf of said corporation, and she/he acknowledged
that the execution of the foregoing instrument was the free act and deed of said
corporation.

I certify under PENALTY OF PERJURY under the laws of the State of
Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beverly R Regan
Notary Public

[NOTARIAL



My commission expires: 9/23/2011

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 23 day of June 2010, before me, Jose Paredes,
personally appeared in the City of Wilmington, State of Delaware,
Jose Paredes, to me personally known (or proved to me on the basis
of satisfactory evidence), who being by me duly sworn, says that she/he is the
Assistant Vice President of Wilmington Trust, that the foregoing
instrument was signed and sealed on behalf of said corporation, and she/he acknowledged
that the execution of the foregoing instrument was the free act and deed of said
corporation.

I certify under PENALTY OF PERJURY under the laws of the State of
Delaware that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patrick A. Kanar
Notary Public



My Commission expires: _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 28th day of June, 2010, before me, CATHERINE MARIE FINLEY, personally appeared in the City of Chicago, State of ILLINOIS, MARIE Y MARTINEZ, to me personally known (or proved to me on the basis of satisfactory evidence), who being by me duly sworn, says that she/he is the VICE PRESIDENT of BANK ONE EQUIPMENT FINANCE, INC., that the foregoing instrument was signed and sealed on behalf of said corporation, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Catherine Marie Finley
Notary Public

[NOTARIAL SEAL]



My commission expires: March 18, 2012

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 22nd day of June, 2010, before me, Susan P. McNally,
personally appeared in the City of Hartford, State of Connecticut, Michael M. Hopkins,
to me personally known (or proved to me on the basis of satisfactory evidence), who
being by me duly sworn, says that she/he is the Vice President of U.S. Bank National
Association, that the foregoing instrument was signed and sealed on behalf of said
national association, and she/he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

I certify under PENALTY OF PERJURY under the laws of the State of
Connecticut that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Susan P. McNally
Notary Public

[NOTARIAL SEAL]



My commission expires: _____

STATE OF Texas)
COUNTY OF Tarrant) SS

On this 23 day of June, 2010, before me, Beth K. Ventimiglia
personally appeared in the City of Ft. Worth, State of Texas,
L. Steven Vollmer, to me personally known (or proved to me on the basis
of satisfactory evidence), who being by me duly sworn, says that she/he is the General
Director of Finance of BN Leasing Corporation, that the foregoing
instrument was signed and sealed on behalf of said corporation, and she/he acknowledged
that the execution of the foregoing instrument was the free act and deed of said
corporation.

I certify under PENALTY OF PERJURY under the laws of the State of
Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beth K. Ventimiglia
Notary Public



My commission expires: 6/13/2012

SCHEDULE A

Rail Equipment Schedule


LIST OF RAIL EQUIPMENT

Count	Marking	Number
1	BNSF	1500
2	BNSF	1501
3	BNSF	1502
4	BNSF	1503
5	BNSF	1504
6	BNSF	1505
7	BNSF	1506
8	BNSF	1507
9	BNSF	1508
10	BNSF	1509
11	BNSF	1510
12	BNSF	1511
13	BNSF	1512
14	BNSF	1513
15	BNSF	1514
16	BNSF	1515
17	BNSF	1516
18	BNSF	1517
19	BNSF	1518
20	BNSF	1519
21	BNSF	1520
22	BNSF	1521
23	BNSF	1522
24	BNSF	1523
25	BNSF	1524
26	BNSF	1525
27	BNSF	1526
28	BNSF	1527
29	BNSF	1528
30	BNSF	1529
31	BNSF	1530
32	BNSF	1531
33	BNSF	1533
34	BNSF	1534
35	BNSF	1535
36	BNSF	1536
37	BNSF	1537
38	BNSF	1538
39	BNSF	1539

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 6-24-2016



Robert W. Alvord